

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

R. EDWARD HOWELL II and JENNY R.)
HOWELL, husband and wife,)
Plaintiffs,)
v.) Case No. 09-3089-CV-S-REL
SKYJACK, INC.)
55 Campbell Road)
Guelph, Ontario N1H 1B9,)
Defendant,)
and)
UNITED RENTALS, INC.)
5 Greenwich Office Park)
Greenwich, Connecticut 06831)
Defendant.)

COMPLAINT
(Jury Demanded)

COME Now Plaintiffs by and through their attorney William H. McDonald of the firm of McDonald & Associates, LLC and for their causes of action state:

1. Plaintiff R. Edward Howell II lives at 15723 S. Florida Ave., Caldwell, Idaho 83607.
2. Plaintiff Jenny R. Howell lives at 15723 S. Florida, Ave., Caldwell, Idaho 83607.
3. Plaintiffs R. Edward Howell II and Jenny R. Howell were and are lawfully married husband and wife.
4. Defendant Skyjack, Inc. is a Canadian corporation with its home office at 55 Campbell Rd., Guelph, Ontario N1H 1B9. Defendant Skyjack, Inc. designed, developed,

manufactured and sold the Model 3226 Skyjack electric self propelled scissor lift here in question.

5. Defendant United Rentals, Inc. is a Delaware corporation with its home office at 5 Greenwich Office Park, Greenwich, Connecticut 06831. Defendant United Rentals, Inc. rented and/or leased and/or sold the lift machine here in question.

6. The Court has jurisdiction under 28 U.S.C. § 1332 because all the Plaintiffs live in and are citizens of Idaho; Defendant Skyjack, Inc. is a foreign Canadian corporation with its principal place of business in Canada; Defendant United Rentals, Inc. is a Delaware corporation with its principal place of business in Connecticut; the incident at issue happened in Springfield, Greene County, Missouri; thus, there is complete diversity of citizenship and venue is proper.

7. Plaintiff R. Edward Howell II while employed by Partition Specialties and working and performing his duties for same drove and operated a Model 3226 Skyjack electric self propelled scissor lift while doing construction at St. Johns Hospital, Springfield, Greene County, Missouri.

8. Plaintiff R. Edward Howell II on November 14, 2008 while performing his work and duties as aforesaid was operating a Model 3226 Skyjack electric self propelled scissor lift which was designed, developed, manufactured and sold by Defendant Skyjack, Inc. and rented and/or leased by Defendant United Rentals, Inc. to Partition Specialties when the lift machine he was operating suddenly and violently raised crushing Plaintiff R. Edward Howell against the ceiling and members thereof.

9. At said time and place the operator control system of said lift machine malfunctioned and was defective when put to a reasonably anticipated use and was the direct and

proximate cause of the sudden and violent rise of the lift machine platform and injury and damage to Plaintiffs herein.

10. At said time and place Plaintiff R. Edward Howell II was within the scope and course of his duties and work, was exercising due care for his own safety and was putting said lift machine to a reasonably anticipated use.

11. At said time and place said lift machine malfunctioned and particularly the controls thereof failed causing Plaintiff R. Edward Howell II to be suddenly and violently raised, pinned and slammed against the ceiling and its members, directly and proximately causing extreme force to Plaintiff R. Edward Howell, II and in particular but not limited to his chest, ribs and rib cage and thus directly and proximately causing severe and permanent damage to his ribs, rib cage, spinal column, vertebrae, bones, ligaments, tendons, joints, muscles and connecting tissues and anatomy.

12. The Model 3226 Skyjack electric self propelled scissor lift was designed, developed, manufactured and sold by Defendant Skyjack, Inc. who had negligently designed, developed, manufactured and sold same and failed to warn or adequately warn of its defect and danger particularly so when put to a reasonably anticipated use.

13. The Model 3226 Skyjack electric self propelled scissor lift was rented and/or leased and/or sold by Defendant United Rental Inc. in a dangerous and defective condition when put to a reasonably anticipated use, and said Defendant failed to maintain, inspect and/or warn or adequately warn of said dangerous and defective condition.

14. As a direct and proximate result Plaintiff R. Edward Howell II has and will in the future suffer pain, discomfort, medical costs, lost income, lost work and enjoyment of life.

15. As a direct and proximate result of the aforesaid injuries and damages to Plaintiff R. Edward Powell II, Plaintiff Jenny R. Howell has and will in the future lose the society, companionship and consortium of Plaintiff R. Edward Howell II.

16. The aforesaid acts, actions and omissions of Defendants Skyjack, Inc and United Rental, Inc. were willful, wanton, reckless and warrant the awarding of punitive damages.

WHEREFORE, Plaintiffs having fully pled pray for judgment and costs to include attorney fees and for such other and further relief as the Court deems just and proper in the premises.

McDONALD & ASSOCIATES, LLC

By ____/s/ William H. McDonald_____
William H. McDonald
Missouri Bar No. 21967

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on _____, 2009 he electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which sent notification of such filing to the following:

And that the same was served upon the following non CM/ECF participants by placing same in the United States Mail, postage prepaid, duly addressed to their business addresses:

____/s/ William H. McDonald_____
Attorney of Record